

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF PAID UP OIL AND GAS LEASE

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

WHEREAS, **South Oaks Baptist Church**, whose address is **5925 US Hwy 287, Arlington, Texas 76017**, ("Lessor") executed that certain Paid Up Oil And Gas Lease dated January 30, 2006 with **Chesapeake Exploration, LLC**, as successor in all right, title and interest to Chesapeake Exploration Limited Partnership, Original Lessee, whose address is **P.O. Box 18496, Oklahoma City, Oklahoma 73154**, as Lessee, and which is recorded in Document Number D206109289 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and WHEREAS the Option to Extend the Lease was exercised in that certain Notice of Lease Extension dated February 6, 2009, with an effective date of January 30, 2009 and recorded in Document Number D209032293 of the Official Records of Tarrant County, Texas.

WHEREAS, Lessor and Lessee now desire to amend the Lease and subsequent extension and extend the primary term of the Lease by an additional six (6) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to **July 30, 2011**, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

Accordingly, the Lease will now expire on **July 30, 2011**, unless the Lease is thereafter maintained by operations, production or otherwise as provided in said Lease.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 30th day of January, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

David A. Raynolds
Trustee

Cheryl Jane Mundy
Trustee

Bobby W. Bryant
Trustee

2010
[Signature] *[Signature]* *[Signature]*

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
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 COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 29 day of December, 2010,
 by Gary L. Loyman, as Trustee, on behalf of South Oaks Baptist
 Church.

Linda McMillen
 Notary Public, State of Texas



THE STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 29 day of December, 2010,
 by Cheryl Daphne Mundy, as Trustee, on behalf of South Oaks Baptist
 Church.

Linda McMillen
 Notary Public, State of Texas



THE STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 29 day of December, 2010,
 by Bobby W. Bryant, as Trustee, on behalf of South Oaks Baptist
 Church.

Linda McMillen
 Notary Public, State of Texas

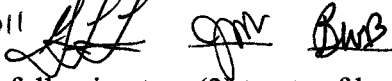


Orange LLP
 1808 Harwood Ct, Ste A
 Hurst, TX 76054

EXHIBIT "A"

Attached to and made a part of an Amendment and Extension of Paid Up Oil and Gas Lease dated the 30th day of JANUARY, 2010, by and between **South Oaks Baptist Church**, as "Lessor," and **Chesapeake Exploration, L.L.C.** as "Lessee."

2011



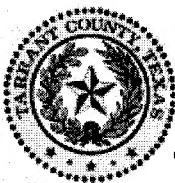
13.342 acres total, more or less, described as the following two (2) tracts of land to wit:

Tract 1: 12.3420 acres of land, more or less, situated in the J. Houston Survey, Abstract No. 720, and being Lot 1, J.C. Houston Addition, an addition to the City of Arlington, Tarrant County, Texas, according to Plat recorded in Volume 388-150, Page 43, of the Plat Records, Tarrant County, Texas and being further described in that certain Warranty Deed recorded 03/15/1985, as Instrument Number D185524091 of the Official Records of Tarrant County, Texas.

Tract 2: 1.000 acre(s) of land, more or less, situated in the J. Houston Survey, Abstract No. 720, and being Lot 2, J.C. Houston Addition, an addition to the City of Arlington, Tarrant County, Texas, according to Plat recorded in Volume 388-173, Page 14, of the Plat Records, Tarrant County, Texas and being further described in that certain Warranty Deed recorded 03/15/1985, as Instrument Number D205286958 of the Official Records of Tarrant County, Texas.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

ORANGE LLP
1808 HARWOOD CT, STE A
HURST, TX 76054

Submitter: ORANGE ENERGY
CONSULTANTS, LLP

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Filed For Registration: 2/9/2011 3:44 PM

Instrument #: D211032740

LSE

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PGS

\$24.00

By: _____

Mary Louise Garcia

D211032740

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES